

## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: July 19, 2006Division: Public Works

Bulk Item: Yes X No       

Department: Correction Facilities

Staff Contact Person: Bob Stone

**AGENDA ITEM WORDING:** Ratification of approval of contract with Weathertrol Maintenance Corporation for new Cooling Towers at the Monroe County Detention Facility.

**ITEM BACKGROUND:** On June 1, 2006 four bids were received and opened, and Weathertrol provided the lowest, conforming, responsible bid. On June 21, 2006, the Board approved the awarding of the bid and execution of the contract with Weathertrol. Due to technical difficulties, the contract approved by legal for consideration by the Board did not appear on the electronic back-up for review by the Board and documentation for the Clerk

**PREVIOUS RELEVANT BOCC ACTION:** Funding was approved in the FY 2006 budget to replace this equipment which is over 13 years old and beyond economical repair. On June 21, 2006, the Board approved the awarding of the bid and approval of the contract.

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:** Approval.

**TOTAL COST: \$214,000**

**BUDGETED:** Yes X No \_\_\_\_\_

**COST TO COUNTY:** Same.

**SOURCE OF FUNDS:** Infrastructure Sales Tax

REVENUE PRODUCING: Yes \_\_\_ No X AMOUNT PER MONTH \_\_\_\_\_

**APPROVED BY:** County Atty. x OMB/Purchasing x Risk Management x

**DIVISION DIRECTOR APPROVAL:**

DENT PIERCE

**DOCUMENTATION:** Included  X  Not Required

**DISPOSITION:** \_\_\_\_\_ **AGENDA ITEM #** \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: June 21, 2006

Division: Public Works

Bulk Item: Yes X No     

Department: Correction Facilities

Staff Contact Person: Bob Stone

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**AGENDA ITEM WORDING:** Approval to award bid and execute contract with Weathertrol Maintenance Corporation for new Cooling Towers at the Monroe County Detention Facility.

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**ITEM BACKGROUND:** On June 1, 2006, four bids were received and opened, and Weathertrol provided the lowest, conforming, responsible bid.

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**PREVIOUS RELEVANT BOCC ACTION:** Funding was approved in the FY2006 adopted budget to replace this equipment, which is over 13 years old and beyond economical repair.

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**CONTRACT/AGREEMENT CHANGES:** n/a

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**STAFF RECOMMENDATIONS:** Approval.

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**TOTAL COST:** \$214,000

**BUDGETED:** Yes X No     

**COST TO COUNTY:** same

**SOURCE OF FUNDS:** Infrastructure Sales Tax

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER Month**      **Year**     

**APPROVED BY:** County Atty.      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:** *Beth Lett for*  
Dent Pierce

**DOCUMENTATION:** Included x Not Required     

**DISPOSITION:**      **AGENDA ITEM #**

ADMINISTRATIVE SERVICES DEPARTMENT

**PURCHASING OFFICE**

**TABULATION SHEET**

OPEN DATE: AT 3:00 PM, JUNE 1, 2006

TITLE: REMOVAL & REPLACEMENT OF COOLING TOWERS AT M.C. DETENTION FACILITY

RESPONDENT	BID BOND	TOTAL PRICE
INDIAN RIVER INDUSTRIAL CONTRACTORS, INC.	5%	\$ 337,762.00
WEATHERTROL MAINTENANCE CORPORATION	5%	\$ 214,000.00
J.P. BRETT & SONS, INC.	Cashier Check \$ 14,480.00	\$ 289,600.00
PEDRO FALCON ELECTRICAL CONTRACTORS, INC.	5%	\$ 217,798.00

Bid Committee Present: Carlos Victores - Purchasing Office  
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores - Purchasing Supervisor

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

## CONTRACT SUMMARY

Contract with:	Weathertrol Maintenance Corporation	Contract #	_____
		Effective Date:	_____
		Expiration Date:	_____
Contract Purpose/Description:	Remove/dispose of two existing cooling towers and supply/install two new cooling towers at the Monroe County Detention Facility		
Contract Manager:	<u>Bob Stone</u> (Name)	<u>3995</u> (Ext.)	<u>Public Works @ MCDC - #9</u> (Department/Stop #)
for BOCC meeting on	June 21, 2006	Agenda Deadline:	June 6, 2006

## CONTRACT COSTS

Total Dollar Value of Contract:	<u>\$214,000</u>	Current Year Portion:	<u>\$214,000</u>
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Account Code:	304-24000-560620-CG0604-560620
Grant: \$			
County Match: \$			

### ADDITIONAL COSTS

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr. For: \_\_\_\_\_  
(Not included in dollar value above) (e.g., maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	6/12/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Beta Beta	6/12/06
Risk Management	6/9/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. L. L. L.	6/9/06
O.M.B./Purchasing	6/12/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Sharon Smith	6/12/06
County Attorney	6/1/06	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Patricia W. L. L.	6/1/06
Comments:	Need attestations as per paragraph 33.			

## **AGREEMENT**

THIS AGREEMENT, ("Agreement") made and entered into this 21<sup>st</sup> day of June, 2006, by and between MONROE COUNTY, FLORIDA, ("County"), 1100 Whitehead Street, Key West, Florida, and WEATHERTROL MAINTENANCE CORPORATION ("Contractor") whose address is 7250 NE 4<sup>th</sup> Avenue, Miami, Florida 33138

## **WITNESSETH:**

The parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

### **1. THE CONTRACT**

The contract between the County and the Contractor, of which this Agreement is a part, consists of the contract documents, as specified in paragraph 2.

### **2. THE CONTRACT DOCUMENTS**

The contract documents consist of this Agreement, the Request for Bid and any addenda, the Contractor's Bid documents, any other amendments hereto executed by the parties, together with the required County documents furnished as part of the Bid or required to be furnished by the BID, and all required insurance documentation.

### **3. SCOPE OF THE WORK**

3.1.1 The CONTRACTOR (or his representative) shall disconnect both mechanically and electrically the two stainless steel VT2-362-NCL Baltimore Air Coil cooling towers from the two (2) 300 ton York chillers model YTD3D3C1-CKF located on the second floor deck of Monroe County Detention Center, 5501 College Road, Key West, FL 33040. The CONTRACTOR is responsible for the removal of the towers from the second floor deck and disposing of them. Any salvage value for the old towers is to be incorporated into the contractor's bid amount. **The CONTRACTOR'S work schedule for disconnecting, removing and replacing the existing towers must maintain one complete cooling tower and chiller unit in service to the building at all times.**

The CONTRACTOR will supply, install (mechanically and electrically) and certify/test two (2) factory assembled induced draft, cross-flow, all stainless steel cooling towers with vertical air discharge. The cooling towers shall be constructed of type 304/316 stainless steel including all panels, structural members, water basins, distribution covers, fan decks, fan cylinders, work platforms/ladder and assembly hardware.

Each cooling tower shall be warranted by the manufacturer to cool 900 US GPM of water from 95°F to 85°F at 80°F entering wet-bulb temperature thus meeting the design requirements of the two (2) York Chillers.

### 3.1.2 STANDARD AND CODES

- A. ANSI/AFBMA 9-- Load ratings and fatigue life for ball bearings.
- B. ANSI/AFBMA 11—Load ratings and fatigue life for roller bearings.
- C. ASME PTC-23—Atmospheric water cooling equipment
- D. ASTM E-84—Test method for surface burning characteristics of building materials
- E. Cooling Tower Institute (CTI) ATC-105—Acceptance Test Code for water cooling towers.
- F. Cooling Towers Institute (CTI) STD-201—Certification Standard
- G. UL and NEMA Compliance: Provide electric motors and electrical components required as part of factory-fabricated cooling towers, which have been listed and labeled by UL and comply with NEMA Standards.
- H. NEC Compliance: Install cooling towers in accordance with NFPA 70 “National Electrical Code”.

### 3.1.3 SUBMITTALS

Within ten days following a Notice to Proceed and prior to the release of any equipment or material, the Contractor shall submit the following information for the Owner’s review. The Owner shall have ten days to review the submissions for conformity to the specifications. If after the Owner’s review, the submissions are deemed conforming to the intent of the specifications, authorization for the procurement of the affected equipment and material will be provided by the Owner. It is still the responsibility of the contractor to insure the conformity and compatibility of all affected equipment.

- A. Shop Drawings: Submit assembly-type shop drawings indicating dimensions, weight loadings, required clearances, and methods of assembly of all components.
- B. Submit product data indicating rated capacities, dimensions, weights and point loadings, accessories, required clearances, electrical requirements and wiring diagrams, and location and size of field connections. Submit schematic indicating capacity controls.
- C. Certify performance, based on CTI ATC-105 and CTI STD-201 and submit performance curve plotting leaving water temperature against wet bulb temperature.
- D. Product Data: Submit manufacturer’s technical product data, including rated capacities; pressure drop, fan performance data, weights (shipping, installed, and operating), installation and start-up instructions, and rating curves with selected points clearly indicated.

- E. Wiring diagrams: Submit manufacturer's electrical requirements for power supply wiring to cooling towers. Submit manufacturer's ladder-type wiring diagrams for interlock and control wiring. Clearly differentiate between portions of wiring that are factory-installed and portions to be field-installed.
- F. Submit milestone schedule including but not limited to, submission/review time, delivery lead time, phased installation, and final completion.
- G. Maintenance Data: Submit maintenance data and parts list for each cooling tower, control, and accessory; including "trouble-shooting" maintenance guide. Include this data, product data, shop drawings, and wiring diagrams, in the maintenance manual. Maintenance data shall be submitted prior to training of Owner's personnel.

#### 3.1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of factory-fabricated cooling towers, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Provide manufacturer's certification of tower cooling capacity, based on factory-performance tests, and provide performance curve plotting Leaving-Water Temperature (LWT) against Wet Bulb Temperature (WBT). The cooling towers must be certified by the Cooling Tower Institute (CTI) for the capacity specified.
- C. Certify tower wind resistance to withstand pressure, in any direction.

#### 3.1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Handle cooling towers and components carefully to prevent damage, breaking, denting and scoring. Do not install damaged cooling towers or components; replace with new.
- B. Store cooling towers and components in clean place. Protect from dirt, fumes, construction debris, and physical damage.
- C. Comply with Manufacturer's rigging and installation instructions for unloading cooling towers, and moving them to final location.

### 3.2 PRODUCTS

#### 3.2.1 ACCEPTANCE MANUFACTURERS

- A. Available manufacturers: Subject to compliance with requirements, manufacturers offering factory-fabricated cooling towers which may be incorporated in the work include; but are not limited to the following:

1. Tower Tech SE
2. Evapco Inc.
3. Marley (The) Cooling Tower Co.
4. Baltimore Aircoil Co.

### 3.2.2 FACTORY-FABRICATED COOLING TOWERS:

- A. General: Fabricate cooling towers using manufacturer's standard design, materials and construction in accordance with published product information, except as otherwise indicated.
- B. Design structural system for the following live loading in addition to tower dead-loads and operating-loads:
  1. Wind loading 30 psf on exposed vertical surfaces.
- C. Fabricate structural system including assembly of collecting basin and stainless steel casings by the following method:
  1. Bolt connections with 316 stainless steel fasteners; seal joints to make watertight enclosure.
- D. Casings: The following material fabricated and installed by manufacturer to make tower watertight:
  1. Provide 304 stainless steel casings
- E. Collecting Basin and Sump: The following material and types of units, designed and installed to support water and to ensure water tightness;
  1. Provide stainless steel (316) basin and sloping sump.
- F. Wetted-Surface Fill: The following material fabricated into wave-formed configurations installed by manufacturer to assure break-up of water into droplets:
  1. Provide vertical sheets of polyvinyl chloride plastic having flame spread rating of 5 per ASTM E 84.
- G. Drift Eliminators: The following material fabricated by manufacturer into three-pass configuration to limit drift-loss to indicated maximum percentage of circulating-water flow-rate:
  1. Provide polyvinyl chloride plastic, having flame spread rating of 5 per ASTM E 84.
- H. Louvers: The following material designed and installed by manufacturer, and of sufficient thickness and rigidity to prevent visible sagging:
  1. Provide 304 stainless steel
- I. Water Distribution System: 304 stainless steel, open basin, gravity- flow type with plastic metering orifices; installed by manufacturer to ensure even distribution of water over wetted-surfaced-fill.
- J. Basin Covers: Provide 304 stainless steel.
- K. Discharge Dampers: Provide airfoil capacity control dampers and linkage for cells as indicated, formed of stainless steel sheets,



- designed and installed by manufacturer to control airflow and to provide linear control of tower capacity.
- L. Inlet Screens: Provide 304 stainless steel.
  - M. Handrails: Provide Stainless steel pipe rails of required height above tower. Include knee and toe rails of required diameter and heights.
  - N. Ladders: Provide Stainless steel ladder, to top of cooling tower working surface.
  - O. Water level control: Provide electric float switch and solenoid makeup valve.
  - P. Flow Control Valves: Provide the following flow control valves for balancing flow to each distribution basin, and for shut-off during servicing:
    - 1. Provide butterfly valves
  - Q. Fans and Drives: Provide the following fans and drives, installed by manufacturer.
    - 1. Provide **gear driven** cast-aluminum propeller-fan.
  - R. Motor Type: Provide totally enclosed 460V/3 phase 60 HZ, fan-cooled energy efficient type motor.
  - S. Motor Speed: Provide motor rated at 1800 rpm.
  - T. Assemble components by the following method:
    - 1. Use 316 stainless fasteners and accessories to assemble components.
  - U. Vibration Control: Provide vibration isolators, with number and size of isolators selected by manufacturer.
  - W. Motor location: Outside of moist air stream
  - X. Provide access door platform
  - Y. Provide fan deck extension with hoist
  - Z. Provide stainless steel fan guard

### 3.3 EXECUTION

#### 3.3.1 INSPECTION:

- A. Examine areas and conditions under which factory-fabricated cooling towers are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to installer.

#### 3.3.2 INSTALLATION:

- A. General: Install cooling towers at existing tower locations, in accordance with equipment manufacturer's written instructions and with recognized industry practices, to ensure that cooling towers comply with requirements and serve intended purposes.

- B. Access: Provide access and service space around and over cooling towers as required, but in no case less than that recommended by manufacturer.
- C. Support: Install on existing 5'6" reinforced concrete foundation walls
- D. Support Height: Top of the unit discharge must be at least level with the adjacent exterior wall.
- E. Placement: Mount unit on vibration isolators. Install gaskets of sealants between cooling tower cells. Level units to tolerance of 1/8" in 10'-0", in both directions.
- F. Condenser Water Piping: Provide flanged or union connections to cooling tower, with flexible pipe connections. Pitch lines so water will drain into sump. Connect inlets to cooling tower with shutoff valve, and balancing valve (if 2 or more inlets). Connect outlets with shutoff valves.
- G. Make-up and Water Piping: Provide flanged or union connections to cooling tower, with flexible pipe connections. Pitch lines so water will drain into sump. Connect to automatic fill valve with 3-valve bypass, and backflow prevention.
- H. Drain Piping: Connect drain, overflow, and bleed lines to cooling tower
- I. Electrical Wiring: Install electrical devices furnished by manufacturer but not specified to be factory-mounted. Furnish copy of manufacturer's wiring diagram submittal to CONTRACTOR'S electrical installer.
  - 1. Verify that electrical wiring installation is in accordance with manufacturer's submittal. Do not proceed with equipment start-up until wiring installation is acceptable to equipment installer.
  - 2. Provide a fused 3 phase, 460V main disconnect in a stainless steel enclosure for each tower.

### 3.3.3 ADJUSTING AND CLEANING:

- A. Cleaning: Clean inside of cooling tower thoroughly before filling for start-up. Clean factory-finished surfaces. Repair any marred or scratched surfaces per manufacturer's recommendations.
- B. Start-up: Comply with manufacturer's instructions for filling and start-up of operation, but not less than the following:
  - 1. Verify lubrication of rotating parts; lubricate as needed.
  - 2. Verify fan rotation direction.
  - 3. Verify that motor amperage is in accordance with manufacturer's data.
  - 4. Balance condenser water flow to each tower, and to each inlet for multiple inlet towers.
  - 5. Adjust water level control for proper operating level.

6. Adjust bleed valve for indicated percentage of circulated water volume.
  7. Balance equalizer lines between multiple towers (if any).
  8. Adjust temperature controls and verify operation.
- C. Operation Test: Test each cooling tower to show that it will operate in accordance with indicated requirements.

#### 3.3.4 TRAINING:

- A. Provide services of manufacturer's technical representative for one 8-hour day to instruct OWNER'S personnel in operation and maintenance of factory-fabricated cooling towers.
1. Schedule training with OWNER, providing at least a 7-day notice.

#### 3.3.5 SPARE PARTS:

- A. General: Furnish to OWNER, with receipt, the following spare parts:
1. Three spare spray nozzles for each tower cell.
  2. One spare gasket for each gasketed access and inspection opening.

#### 3.3.6 SERVICE

- A. The equipment manufacturer shall be represented by a local service organization, and the name of the organization shall be furnished to the Owner. The local service organization shall furnish, a one-year maintenance and inspection contract, effective from the date of final acceptance. This organization shall also have the ability to respond within twenty-four hours of service need contact.

#### 3.3.7 WARRANTY

- A. The cooling tower system shall be free from defects in workmanship, materials and installation, under normal use and service, for a period of one year from the date of final acceptance. For this period, equipment shown to be defective in workmanship or material shall be repaired, replaced, corrected or adjusted at no additional cost to the Owner.

### **3.4 SPECIAL PROVISIONS**

- 3.4.1 **TOOL CONTROL PLAN**—The PUBLIC WORKS DEPT escorting staff person will inventory all visitor's and CONTRACTOR'S tools on the approved Visitor/Contractor Tool Inventory form prior to entering and departing the facility. Only those tools necessary to the project will be allowed inside the facility. CONTRACTORS shall be under staff escort and supervision at all times while in the secured envelope of the facility or anywhere inmates may have access to the work area. The escort shall have in his/her possession a contractor tool inventory. The escort as outlined in Section 16 Policy #6606 of Monroe County Administrative Policies & Procedures Manual will handle any discrepancies in the tool inventory and the CONTRACTOR shall remain at the facility until attempts at tool recovery are completed.
- 3.4.2 **SMOKING POLICY**—This is a non-smoking facility. Employees and CONTRACTORS are NOT permitted to bring tobacco, cigarettes, cigars, lighters or matches into the secured envelope. If these items are brought into this facility, the act is considered an Introduction of Contraband that is punishable by law. The minimum action that a CONTRACTOR may expect from the Monroe County Sheriff's Office for Introduction of Contraband is to be permanently barred from future entrance to the facility.
- 3.4.3 In the event of conflicting or overlapping requirements in any area of the bidding documents or technical specifications, the most stringent condition shall be bid and constructed. Notify the OWNER'S representative in any event, in order to not compromise the OWNER'S right to make appropriate decisions.

**THE CONTRACTOR WILL COORDINATE ALL WORK WITH THE PUBLIC WORKS MIDDLE KEYS OPERATIONS DIRECTOR OR HIS REPRESENTATIVE.**

**SPECIAL NOTE: THIS IS A JAIL FACILITY. DUE TO THE NATURE OF USE OF THIS FACILITY, CERTAIN ACTIVITIES WILL REQUIRE STRICT SCHEDULING. SOME WORK MAY BE REQUIRED ON WEEKENDS AND EVENINGS.**

### **4. THE CONTRACT AMOUNT**

- A. The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract sum of Two Hundred Fourteen Thousand & 00/100 Dollars (\$214,000.00).

B. Final payment, constituting the entire unpaid balance of the Contract Amount, shall be made by the Owner to the Contractor when the Contract has been fully performed by the Contractor.

**5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS**

- A. This Agreement and the provision of the services at the location listed have been fully considered by the Contractor, who understands the same and agrees to their sufficiency and suitability. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the County than against the Contractor.
- B. The passing, approval, and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

**6. HOLD HARMLESS**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event that the service is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses or lost revenue resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. The provisions of this section shall survive the expiration or earlier termination of this agreement.

**7. INDEPENDENT CONTRACTOR**

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the Contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

**8. ASSURANCE AGAINST DISCRIMINATION**

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

**9. ASSIGNMENT/SUBCONTRACT**

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the Contractor and compensation to County.

**10. COMPLIANCE WITH LAW**

In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the Contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

## 11. INSURANCE

Prior to execution of this agreement, and maintained throughout the life of the contract, the Contractor shall furnish to the County Certificates of Insurance indicating the minimum coverage limitation as listed below:

A. General Liability – include as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$500,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$250,000 per person; \$500,000 per Occurrence; and \$50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 48 months following the termination or expiration of the contract.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.***

B. Vehicle Liability – include as a minimum:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be \$300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$100,000 per Person; \$300,000 per Occurrence; and \$50,000 Property Damage.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.***

C. Workers Compensation – limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

## **12. CONTRACTOR'S RESPONSIBILITY**

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed herein, subject to the terms and conditions set forth in these contract documents. Contractor shall at all times exercise independent judgment and shall assume responsibility for the services to be provided.

## **13. NOTICE REQUIREMENT**

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY  
Director, Middle Keys Operations  
Monroe County Facilities Maintenance  
5501 College Road  
Key West, FL 33040

AND

Monroe County Administrator  
1100 Simonton Street  
Key West, FL 33040



FOR CONTRACTOR                      OR                      REPRESENTATIVE AT JOBSITE

Rafael V. Ross  
Weatherrol Maintenance Corp.  
7250 NE 4<sup>th</sup> Avenue  
Miami, FL 33138

(To be determined)

Notice shall be deemed received when hand delivered or when deemed undeliverable by the U.S. Postal Service.

**14. CANCELLATION**

- A) In the event that the Contractor shall be found to be negligent in any aspect of installation, stocking, maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.
- B) This contract may be terminated for convenience by County upon ten (10) days written notice to contractor delivered by hand or certified mail, return receipt requested, of intent to terminate and the date on which such termination becomes effective. Contractor shall cease work as directed. In such case, Contractor shall be paid for all work executed and termination expenses, and expenses incurred prior to termination. No payment shall be made for profit for work, which has not been performed.

**15. GOVERNING LAWS, VENUE, INTERPRETATION, COSTS, FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

The County and Contractor agree that, in the event of conflicting interpretation of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**16. RECORDKEEPING**

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor or not paid to County pursuant to this Agreement were spent for purposes not authorized by this Agreement or wrongfully retained by Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were to have been paid.

**17. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**18. ATTORNEY'S FEES AND COSTS**

The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

**19. BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

**20. AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate or individual action, as required by law.

**21. CLAIMS FOR FEDERAL OR STATE AID**

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant Bids, and funding solicitations shall be approved by each party prior to submission.

**22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This provision does not negate or waive the provisions of Paragraph 16 concerning cancellation.

**23. COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

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**24. NONDISCRIMINATION**

County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note0, as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age. 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of , this Agreement.

**25. COVENANT OF NO INTEREST**

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**26. CODE OF ETHICS**

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not

limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**27. NO SOLICITATION/PAYMENT**

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**28. PUBLIC ACCESS**

The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

**29. NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

**30. PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers agents or employees of any of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such

functions and duties of such officers agents, volunteers, or employees outside the territorial limits of the County.

**31. LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**32. NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of the Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**33. ATTESTATIONS**

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

**34. NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**35. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one

and the same instrument any of the parties hereto may execute this Agreement by signing any such counterpart.

**36. SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**37. CONTINGENCY STATEMENT**

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)  
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: \_\_\_\_\_

(SEAL)  
Attest:

CONTRACTOR

By: *[Signature]*  
WITNESS

By: *[Signature]* 6/19/06

Title: CARLOS BORJA, SECRETARY

Title: PRESIDENT

By: *[Signature]*  
WITNESS

Title: Director of Business

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*[Signature]*  
NATILEENE W. CASSEL  
ASSISTANT COUNTY ATTORNEY  
Date: 6/30/06